

A. G. Contract No. KR97-1838TRN  
ADOT File: JPA 97-104  
Project: H3565 01C  
Section: Pima Freeway/Phase A  
I-17 to 56th Street

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PHOENIX

807 10

THIS AGREEMENT is entered into 18 November 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR AND CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Chapter 2, Section 2, of the City Charter, to enter into this agreement and has by resolution/ordinance, agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the City and the State to enter into an agreement specifying their respective construction, maintenance and operation responsibilities concerning traffic signal and lighting installations, the "Projects" at the following locations:

SR 101 -- known as the Pima Freeway  
@ 19th Avenue T.I.  
@ 15th Avenue T.I.  
@ 7th Avenue T.I.  
@ 7th Street T.I.  
@ 16th Street T.I.  
@ Cave Creek Road T.I.  
@ Tatum Boulevard T.I.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 22049  
Filed with the Secretary of State  
Date Filed: 11/18/97  
Betsy Bayless  
Secretary of State  
By: Wicky Greenwood

## II. SCOPE OF WORK

### 1. The State will:

a. Be responsible for furnishing, installing, maintaining during construction and removing temporary traffic signals, including the removal of the existing signals in accordance with individual intersection plans and special provisions at the following locations:

Beardsley Road & 19th Avenue  
Beardsley Road @ 7th Avenue and 7th Street, to include the temporary signals  
@ 101L Eastbound, during Phases 3 and 4 of construction

b. Prepare plans and specifications for construction of traffic signals and lighting, as delineated above. Be responsible for furnishing and installing the following material and equipment:

- Pole foundations (with City-furnished anchor bolts and steel reinforcements), pull boxes, conduit with pull wire and cabinet foundations
- Type Q and R poles, mast arms and traffic signal tenons
- Loop detector saw cut

c. Be responsible for all Blue Staking during construction of the Project.

d. Call for bids, award one or more construction contract(s) for the Projects. Administer same and make all payments to the contractor(s). Be responsible for all contractor(s) claims for additional compensation due to delays or whatever reason, attributable to the State.

e. Reimburse the City for the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the plans noted in 1.b., above.

f. Inspect all materials and equipment furnished by the City, to be installed in the items identified in 1.b. above.

### 2. The City will:

a. Be responsible for furnishing and installing in accordance with City of Phoenix, Supplement to Maricopa Associations of Governments Uniform Standard Specifications, Section 351 - Traffic Signal Materials and Construction, the following material and equipment:

- Anchor bolts and steel reinforcement for pole foundations
- Controller and service cabinets, disconnects and all control equipment
- Type A and M poles, mast arms and traffic signal tenons
- Traffic signal heads, pedestrian signal heads and all signal head mounting hardware.
- Luminaires
- Loop and pedestrian push-button detectors
- Wiring

b. Furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required for the Project. All equipment and materials furnished by the City shall conform with National Electrical Code and the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways. Be responsible for all contractor claims for additional compensation due to delays or whatever reason, attributable to the City.

c. Make operational all temporary signal and lighting equipment for 101L eastbound at 7th Avenue and 7th Street, including the electrical connection to cable, provided to the nearest pull box identified on the Project plans.

d. Be responsible for providing electrical energy, maintenance and operation of the signals once they are installed.

e. Be responsible for all Blue Staking necessary upon completion of the Project.

3. The State and the City:

a. Upon partial acceptance and/or completion, jointly and concurrently inspect and approve all signal work under the State's responsibility. Once approved, the City will have sole responsibility of the infrastructure.

b. Agree the above referenced locations will be added to the Master Maintenance Agreement (JPA 92-96) upon completion of construction of the Project.

c. Agree loop detectors will not be allowed to be sawcut into bridge decks. Any traffic loop detectors needed within the areas of the bridge decks must be cast into the deck with performed loops. The bridge plans need to be detailed with this in mind.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Maintenance for the Projects shall be incorporated into the Master Maintenance Agreement (Traffic Signals & Highway Lighting), JPA 92-96.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Department  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES H. MATTESON, Director  
Street Transportation Department

By   
A. WAYNE COLLINS  
Deputy State Engineer

ATTEST

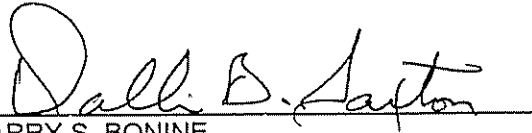
By   
VICKY MIEL  
City Clerk

RESOLUTION

BE IT RESOLVED on this 7th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining respective construction responsibilities concerning traffic signal and lighting installations at the following locations:

SR 101 -- know as the Pima Freeway  
@ 19th Avenue T.I.  
@ 15th Avenue T.I.  
@ 7th Avenue T.I.  
@ 7th Street T.I.  
@ 16th Street T.I.  
@ Cave Creek Road T.I.  
@ Tatum Boulevard T.I.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for   
LARRY S. BONINE  
Director

CITY OF PHOENIX, ARIZONA  
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award \_\_\_\_\_ License Application \_\_\_\_\_ Other \_\_\_\_\_  
Ordinance \_\_\_\_\_ Resolution X Emergency Clause? N (Y/N)

SUBJECT DISTRICTS 1 & 2 - AGREEMENT BETWEEN ADOT AND CITY OF PHOENIX  
FOR TRAFFIC SIGNAL INSTALLATIONS AT THE INTERCHANGES OF S.P.  
101 FROM I-17 TO 56TH STREET  
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Michael Frisbie, P.E. Phone: 2-4690 WP Doc: \_\_\_\_\_  
Backup being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Street Transportation  
Date Prepared: 9/15/97 Div. Approval: James W. Sparks, P.E. *JW*  
Req. Agenda Date: \_\_\_\_\_ Dept Approval: James H. Matteson, P.E.  
If prepared for a different department:  
Dept. Name/Approval: \_\_\_\_\_

BID AWARD/ FORMAL ACTION Bid Bond Required? \_\_\_\_\_ Performance Bond Required? \_\_\_\_\_  
Submitted By Low Bidder? \_\_\_\_\_ Amount? \$ \_\_\_\_\_  
Contract Required? \_\_\_\_\_ Requisition No. \_\_\_\_\_  
Contract Amendment? \_\_\_\_\_ Current Contract No: \_\_\_\_\_  
Approved by: Ord. \_\_\_\_\_ FA \_\_\_\_\_ on Date: \_\_\_\_\_

SUBJECT INFORMATION *by S* To Be Encumbered? \_\_\_\_\_ Y/N  
Fiscal Year? \_\_\_\_\_  
Source of Funds: Arizona Department of Transportation  
Index Code (s): \_\_\_\_\_  
Subobject(s): \_\_\_\_\_

CITY MANAGER'S OFFICE

C.M Control Number \_\_\_\_\_

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: \_\_\_\_\_ PCA Number: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_ Resolution Number: \_\_\_\_\_  
AGENDA ACTION This item was: \_\_\_\_\_  
Contract Number (if applicable): \_\_\_\_\_  
Comments: \_\_\_\_\_

COUNCIL SUPPORT Agenda Date: \_\_\_\_\_ ITEM NUMBER: \_\_\_\_\_

DISTRICTS 1 & 2 - AGREEMENT  
BETWEEN ADOT AND CITY OF PHOENIX  
FOR TRAFFIC SIGNAL INSTALLATIONS  
AT THE INTERCHANGES OF S.R. 101  
FROM I-17 TO 56TH STREET

Request to authorize the City Manager to enter into an agreement with the Arizona Department of Transportation (ADOT) for the installation and maintenance of traffic signals at the freeway interchanges from Interstate 17 to 56th Street along State Route 101 (Agua Fria Freeway Loop 101).

Incident to the State's construction of this freeway, it is necessary to reconstruct traffic signals at the above locations. The entire cost is to be born by ADOT. As is typical, the State will design the signals to City specifications and reimburse the City for materials, equipment, and labor required to make the signals operational. The City will review the design, provide materials and construct the "above ground" portion of the signals and maintain them.

ADOT held a number of hearings in the late 1980's and early 1990's, on the design of the freeway. The current design, including the subject traffic signals, came about as a result of the public input at those hearings. In 1991, the City Planning Department held several hearings, the largest had almost 500 people in attendance. Council adopted the Freeway mitigation plan in 1995.

This agreement allows for the betterment of operation and maintenance of these signals.

JHM:JWS:MSF:CEW:S:\JHM\RCM\JEM9701.W61

*street*

RESOLUTION NO. 18981

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
THE INSTALLATION AND MAINTENANCE OF  
TRAFFIC SIGNALS AT THE INTERCHANGES OF  
STATE ROUTE ONE HUNDRED ONE FROM  
INTERSTATE SEVENTEEN TO FIFTY-SIXTH STREET.

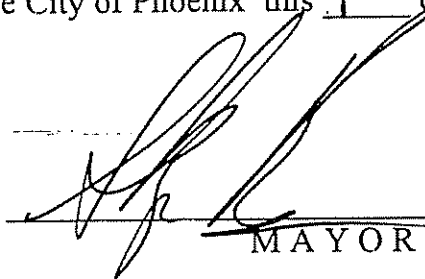
\_\_\_\_\_

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as  
follows:

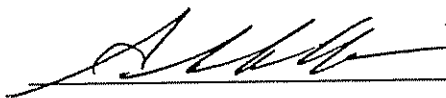
SECTION 1. The City Manager is hereby authorized to enter into an  
agreement with the Arizona Department of Transportation ("ADOT") for the installation  
and maintenance of traffic signals at the freeway interchanges of State Route One  
Hundred One from Interstate Seventeen to Fifth-Sixth Street.




PASSED by the Council of the City of Phoenix this 1 day of October,  
1997.

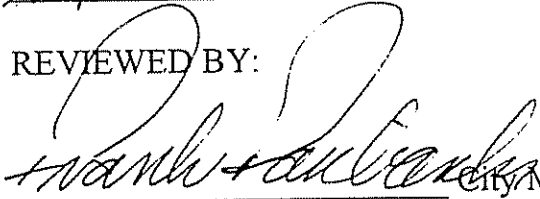
  
MAYOR

ATTEST:


 **ACTING**  
City Clerk

APPROVED AS TO FORM:

 City Attorney

REVIEWED BY:  
 City Manager

DLB:nh:::ODMA\SOFTSOL\311\NATRES\2645\0  
10/13

  
10/13/97 5:26 PM 2:23  
CITY CLERK

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of September, 1997.

Michael J. Hara

**ACTING** City Attorney  
DLB



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-1838TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 17, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/8910

Enc.